

A. G. Contract No. KR911070TRD  
ECS File: JPA 91-65  
Project: M-951-5-702  
Section: US89A - McConnell Circle  
North beneath I-40

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 8 December, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF FLAGSTAFF, acting by and through its City Council (the  
"City").

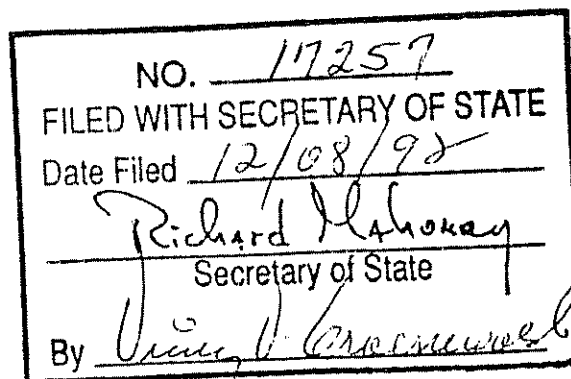
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter Article 1, Section 3 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. Incident to recent improvements to US-89A, the State  
and the City desire to define their respective jurisdiction and  
maintenance responsibilities within the access control area of  
McConnell Circle North and beneath the I-40 bridge structure  
over US-89A, from approximately Station 571+50 to 7392+61.59,  
more or less, and between station 7260+00 and 7261+00, more or  
less, generally as shown on Exhibit A. pages A-1 through A-8,  
which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

- a. Retain fee title to the right of way involved.
- b. Be responsible for maintenance of the concrete box culvert between Station 495+50 and 496+50, generally as shown on Exhibit A, pages A-1 and A-2.
- c. Convert three (3) luminaires at University Heights Drive N. and Lake Mary Road from 480V ADOT service to 240V by installing new service from Arizona Public Service pedestal to the luminaire circuit.

### 2. The City will:

- a. Provide maintenance to the pavement structure and guardrail located between approximately 495+50 and 496+50, generally as shown on Exhibit A, pages A-1 and A-2.
- b. Provide maintenance to US-89A in the vicinity of Mountain Dell subdivision turnout, from Station 571+50 under its I-40 bridge overpass structure to Station 7392+61.59 McConnell circle North, generally as shown on Exhibit A, pages A-5 to A-7.
- c. Provide maintenance to McConnell Circle North from US-89A to Station 7401+75, generally as shown on Exhibit A.
- d. Acknowledge jurisdiction for and provide maintenance to the access road (Huffer Lane) and that portion of McConnell Circle North from Station 7401+75 to Station 7404+50, generally as shown on Exhibit A, page A-7.
- e. Accept ownership and maintenance responsibility for the luminaires at University Heights Drive North and Lake Mary Road.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time by providing ninety days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

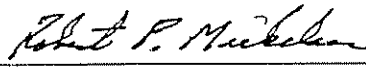
STATE OF ARIZONA

Department of Transportation

By

  
CHRISTOPHER BAVASI  
Mayor

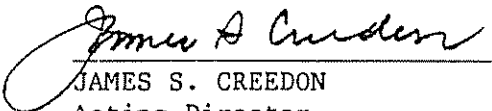
By

  
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 31st day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining jurisdiction and maintenance responsibility for roadway and drainage improvements to an area with the access control area of McConnell Circle North (US-89A & Milton Road).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation

RESOLUTION NO. 1791

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE MAINTENANCE OF THE PORTION OF U.S. HIGHWAY 89-A WITHIN THE CITY LIMITS.

WHEREAS, the State of Arizona has, by resolution of the Arizona Transportation Board, abandoned a portion of U.S. Highway 89-A right-of-way to the City of Flagstaff; and

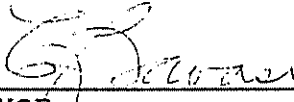
WHEREAS, the State Department of Transportation has prepared an intergovernmental agreement between the State and the City whereby the City would assume the responsibility for maintenance of the abandoned roadway identified within that agreement; and

WHEREAS, the State is empowered by Arizona Revised Statutes §28-108, and the City is empowered by Arizona Revised Statutes and by Article I, Section 3 of the Flagstaff City Charter to enter into an agreement that has been proposed by the State to define the responsibilities of the City for the maintenance of the specified roadway, and for the responsibilities of the State in regard to its continued maintenance of items identified in the agreement that are adjacent to the roadway and for the conversion of specified lighting fixtures to meet the requirements of the City prior to the City's assuming the responsibility for their maintenance;

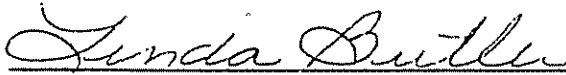
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The intergovernmental agreement prepared by the State for State Project No. M-951-5-702 for the maintenance of the section of U.S. 89-A known as "McConnell Circle North Beneath I-40", legally described in Exhibit "A" to the agreement is hereby accepted and approved, and the Mayor is authorized and directed to execute the agreement on behalf of the City of Flagstaff.


PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 4th day of August, 1992.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

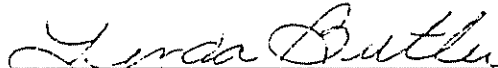
APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 1791, adopted by the Flagstaff City Council at their Meeting held August 4th, 1992.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 11th day of August, 1992.

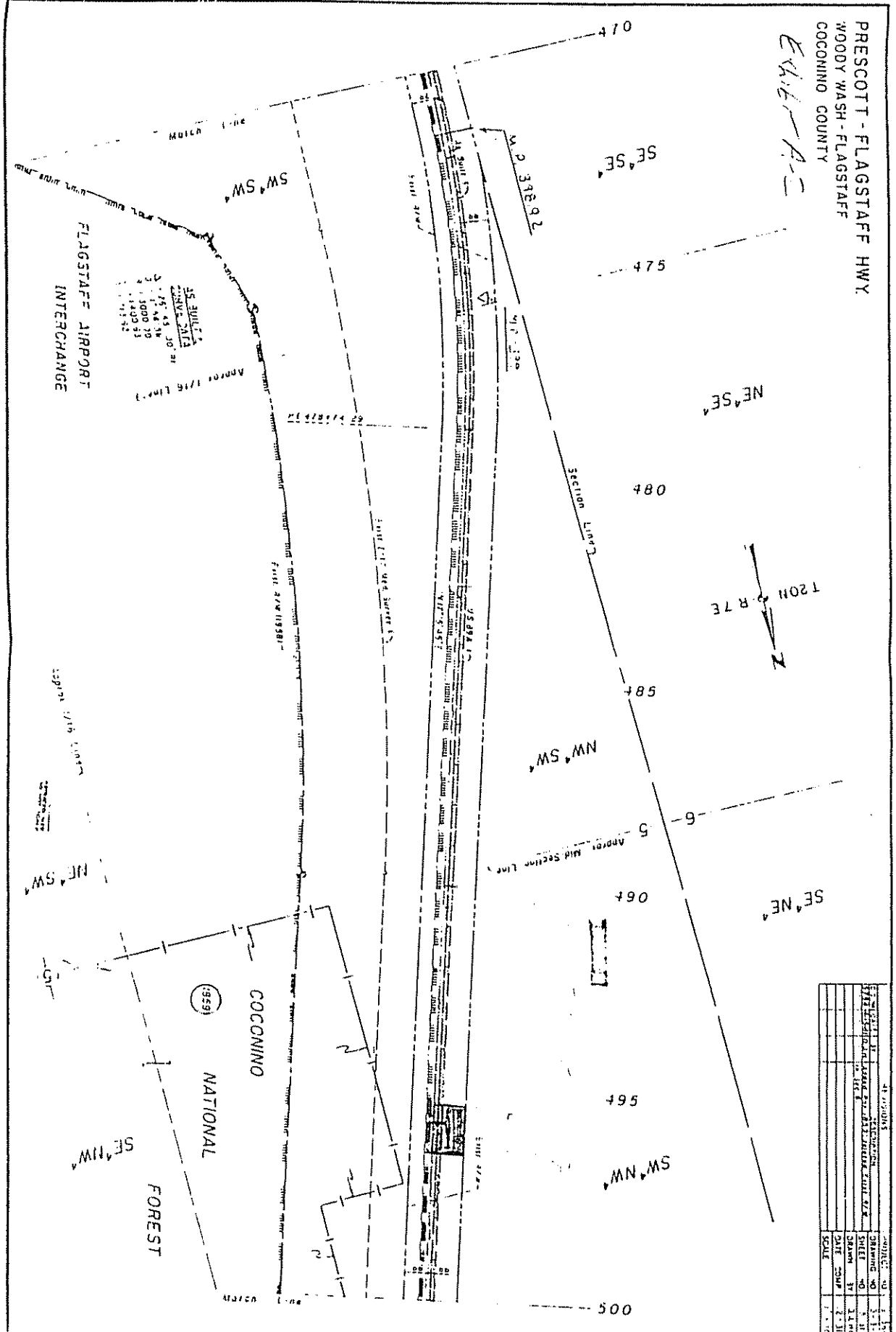
  
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CITY CLERK

(SEAL)



PRESCOTT - FLAGSTAFF HWY  
WOODY WASH - FLAGSTAFF  
COCOONINO COUNTY

EX-101-A-1



| NO. | DATE    | BY           | REVISION |
|-----|---------|--------------|----------|
| 1   | 10/1/58 | J. H. HARRIS | DESIGNED |
| 2   | 10/1/58 | J. H. HARRIS | DRAWN    |
| 3   | 10/1/58 | J. H. HARRIS | CHECKED  |
| 4   | 10/1/58 | J. H. HARRIS | APPROVED |
| 5   | 10/1/58 | J. H. HARRIS | SCALE    |







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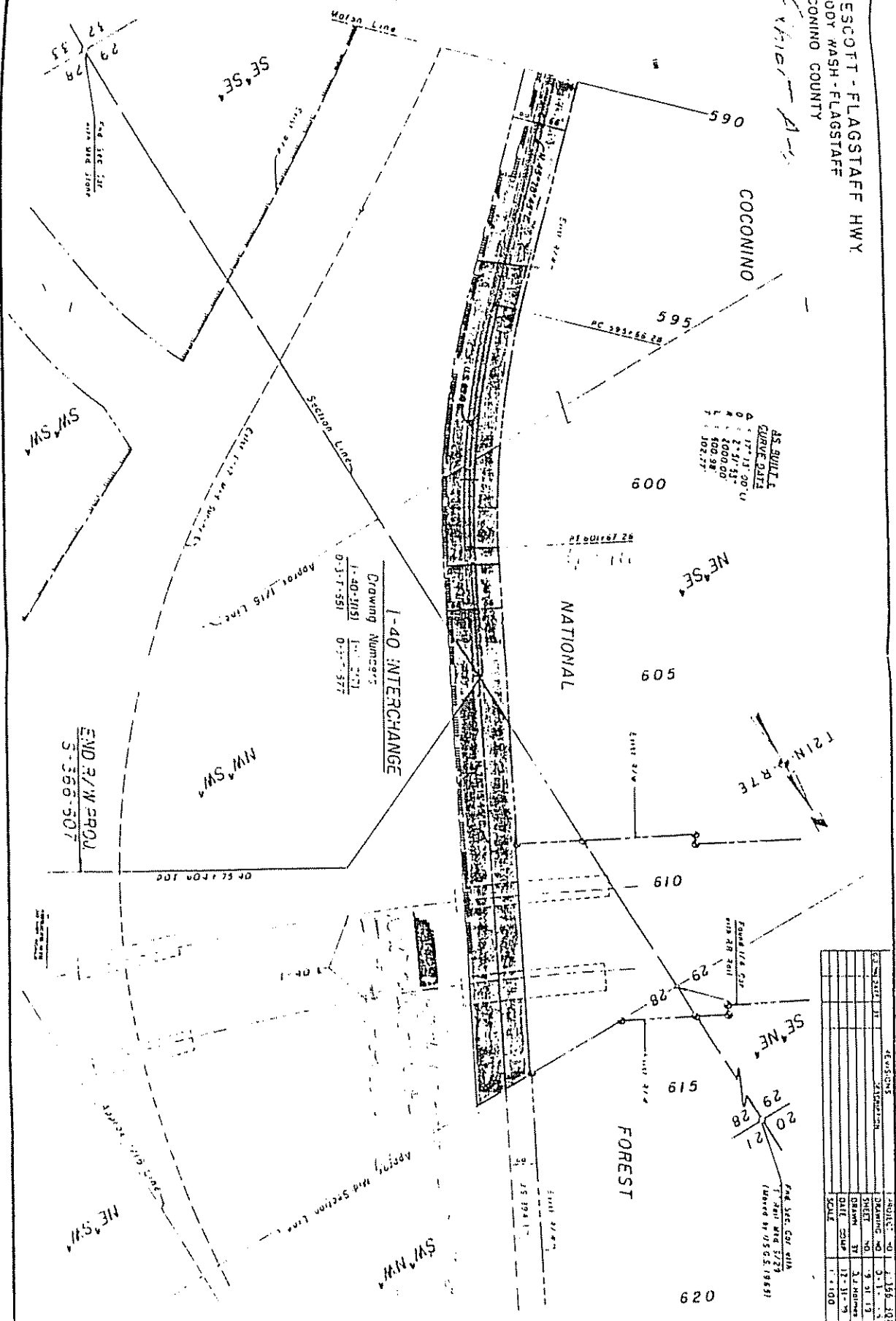
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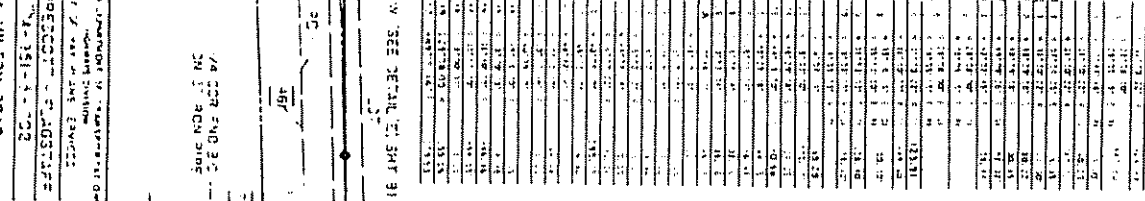
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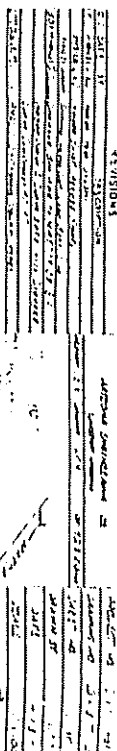
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Exhibit A-8



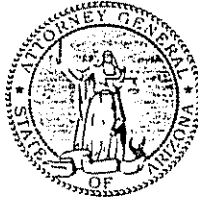
JPA 91-65

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23rd day of September, 1992.

By [Signature] Asst City Attorney  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR91-1070-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of December, 1992.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section